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Attorneys for Plaintiff Byron Higuera
and Proposed Class Counsel

FILED
SUPERIOR COURT
Brandon E. Riley, Clerk

Jenny Rodriquez
April 13, 2021

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

BYRON HIGUERA, on behalf of himself
and a class of similarly situated employees,

Plaintiffs,

v.

INTERNATIONAL BONDED
COURIERS, INC., a Florida corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: STK-CV-UOE-2020-8988

*Assigned to the Honorable George J. Abdallah,
Dept. 10A*

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 13, 2021

Time: 9:00 A.M.

Dept.: 10A

Action Filed: October 23, 2020

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on April 13, 2021. The above-captioned Action is a class action lawsuit brought
3 by Plaintiff Byron Higuera ("Plaintiff") against Defendant International Bonded Couriers, Inc.
4 ("Defendant") (collectively, the "Parties"). Plaintiff alleges, on behalf of a class of Defendant's
5 current and former employees, that Defendant failed to pay all wages, failed to provide meal and
6 rest periods or compensation in lieu thereof, failed to pay wages due timely upon separation of
7 employment, failed to comply with itemized wage statement provisions, and failed to reimburse
8 expenses. Defendant denies any and all alleged wrongdoing, and denies any liability to the Plaintiff
9 or to members of the Class. Defendant contends that that it has complied at all times with California
10 law, including the California Labor Code, the Industrial Commission Wage Orders, and the
11 California Business and Professions Code.

12 On January 14, 2021, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: All current and
14 former non-exempt California employees of Defendant International Bonded Couriers, Inc.
15 employed from January 27, 2016 through October 31, 2020, who have not signed class action
16 waivers .

17 That Order further directed the Parties to provide Notice to the Class, which informed absent
18 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
19 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
20 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
21 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
22 procedures to exercise that right; and (e) an explanation of the procedures for Class Members to
23 participate in the proposed settlement.

24 The Court, upon Notice having been given as required in the Preliminary Approval Order,
25 and having considered the Settlement Agreement and Release of Claims, a copy of which is
26 attached as Exhibit 1, (the "Settlement"), as well as all papers filed, hereby ORDERS, ADJUDGES
27 AND DECREES AS FOLLOWS:
28

1 \\
2 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
3 to the Action, including all members of the Settlement Class.

4 2. The Court finds that the Settlement Class is properly certified for settlement
5 purposes only. The Settlement Class is defined as follows: All current and former non-exempt
6 California employees of Defendant International Bonded Couriers, Inc. employed from January 27,
7 2016 through October 31, 2020, who have not signed class action waivers.

8 3. The Notice provided to the Settlement Class conforms with the requirements of
9 California Code of Civil Procedure section 382, California Civil Code section 1781, California
10 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
11 applicable law, and constitutes the best notice practicable under the circumstances, by providing
12 individual notice to all Class Members who could be identified through reasonable effort, and by
13 providing due and adequate notice of the proceedings and of the matters set forth therein to the
14 Class Members. The notice fully satisfied the requirements of due process.

15 4. The Court finds the settlement was entered into in good faith, that the settlement is
16 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
19 3.769. The Court approves the Maximum Settlement Amount of One Hundred Ninety Thousand
20 Dollars (\$190,000).

21 5. Zero (0) Class Members have objected to the terms of the Settlement.

22 6. Zero (0) Class Members have requested exclusion from the Settlement, whom shall
23 not be bound by the Settlement or this Judgment.

24 7. Upon entry of this Order, compensation to the Class Members shall be affected
25 pursuant to the terms of the Settlement Agreement.

26 8. In addition to any recovery that Plaintiff may receive from the Net Settlement
27 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
28

1 hereby approves the payment of an incentive award to Plaintiff Byron Higuera in the amount of
2 Seven Thousand Five Hundred Dollars (\$7,500). This shall be paid from the Maximum Settlement
3 Amount.

4 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
5 Seventy-Six Thousand Dollars (\$76,000), and the reimbursement of litigation expenses in the sum
6 of Five Thousand Dollars (\$5,000). This shall be paid from the Maximum Settlement Amount.

7 10. The Court approves and orders payment in the amount of Six Thousand Dollars
8 (\$6,000) to Simpluris, Inc. for performance of its settlement administration services. This shall be
9 paid from the Maximum Settlement Amount.

10 11. The Court approves and orders payment in the amount of Seven Thousand Five
11 Hundred Dollars (\$7,500) to the California Labor and Workforce Development Agency for its 75%
12 share of PAGA penalties. This shall be paid from the Maximum Settlement Amount.

13 12. Upon the entry of this Order and Judgment, and subject to the occurrence of the
14 Effective Date, Plaintiff and all Class Members shall be deemed to have fully, finally and forever
15 released, relinquished, and discharged the Released Parties from the Released Claims as more fully
16 defined in the Settlement Agreement. The Class Members are barred and enjoined from instituting,
17 commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively,
18 representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any
19 kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation
20 proceeding or any other similar proceeding, against any Released Party that asserts any claims that
21 are Released Claims pursuant to the terms of the Settlement Agreement.

22 13. Upon completion of administration of the Settlement, the parties shall file a
23 declaration stating that claims have been paid and that the terms of the settlement have been
24 completed. A copy of this order and judgment shall be mailed to all Class Members with their
25 settlement payments.

26 14. This "Judgment" is intended to be a final disposition of the above captioned action
27 in its entirety, and is intended to be immediately appealable.
28

15. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated:

April 13, 2021

JUDGE OF THE SUPERIOR COURT